

EXHIBIT A

Resignation

From: "lisa barbounis <lisabarbounis@gmail.com>"
To: "[\"tricia mcnulty <tmcnulty82@gmail.com>\"]"
Date: Thu, 12 Sep 2019 22:19:50 -0400

Mr. Pipes,

I am writing to inform you that I am submitting my resignation letter - effective immediately.

These last two years have been some of the most difficult in my life and have been absolutely the most difficult of my professional career.

We are quickly approaching one year since five members of your staff informed you of the hostile work conditions and episodes of sexual harassment that were occurring at the Middle East Forum. It took strength and courage for us to come to you. We did so with the belief that you would protect us and alleviate our suffering. Unfortunately, not only did nothing change, things deteriorated.

Gregg Roman harasses and manipulates his staff. Because we were passionate about the mission, believed that you were an honorable man, and thought that Gregg may have been human enough to be capable of remorse, we accepted him back under limited conditions - conditions you assured us would be upheld. However, the moment Gregg returned, he was right back to his old ways. You asked us to come to you with complaints should his behavior be inappropriate, so I did just that. I came to you via email and let you know that he was again creating chaos, and I was uncomfortable. Not only did you do nothing, but you also went a step further and demoted me.

The sexual harassment I received both physical and verbal I received from both Gregg Roman and Matt Bennett was traumatic, but the sexual discrimination I received from you was disappointing.

You hired Matt Bennett with zero development experience at around \$90,000.00/year, gave him a sizable bonus and a 5% cost of living adjustment at the end of the year. I, on the other hand, had a year of development experience under my belt at the time of Matt's resignation. Not only did I have the experience, but I also had performed his duties - as well as my own - when he had a three-week leave of absence (insert month and year). After Matt's resignation, you allowed me to perform his duties as well as my own. I happily obliged because I incorrectly assumed there was the opportunity for growth at MEF. I outperformed and worked longer hours than any other employee at MEF, and yet I wasn't afforded the same compensation as Matt Bennett. Not only was I underpaid for my work-product and responsibilities, but I had also been given a title only to have it taken away when I reported Gregg's reoccurring inappropriate behavior. To add insult to injury, each female staffer, who all worked harder than Matt ever did, received smaller bonuses and a 2.8% cost of living increase.

I was willing to prove I was the right person for the Director of Development position, but you made it very clear that I was never going to have a real chance because of my interaction with Gregg Roman.

Gregg tortured the female staffers. I came to you more than once, and you made no effort to correct the situation.

When I was hired at MEF, I was full of optimism. I was promised an array of professional growth opportunities. I had planned to grow with the organization, and I wanted to help drive that growth. Yet, the harassment, stress, and constant turmoil both you and Gregg have created has become unbearable.

Every female staffer that has ever been employed by the Middle East Forum concurs. There is a pattern of disrespect for and harassment of women.

You are already aware of all I have listed above, but because I believe in the mission of the Forum, I wanted to say it one last time in the hopes that you may come to your senses and save your organization. There is no realistic way that the Forum can function as a healthy organization with Gregg Roman at the helm. Not only does he have a pattern of sexual harassment (at MEF and in Washington, D.C.), but he also creates a hostile work environment, manipulates you and staff, recklessly spends, lies to donors, and will inevitably be the death of the organization that does so much good.

I hope for you and all the female employees that may be employed after me that you come to your senses and remove the cancer that has infected the Forum.

I am disappointed to leave an organization that has such a purpose, but I am relieved that my mental and physical health will return to normal.

Tricia McNulty

EXHIBIT B

Fwd: Confidentiality & Non-Disclosure Agreement

From: "lisa barbounis <lisabarbounis@gmail.com>"
To: "[\"tmcnulty82@gmail.com\", \"delaney.4044@gmail.com\"]"
Date: Sun, 04 Nov 2018 17:32:58 -0500

Sent from my iPhone

Begin forwarded message:

From: Daniel Pipes <pipes@meforum.org>
Date: November 4, 2018 at 9:55:55 AM EST
To: Lisa Barbounis <lisabarbounis@gmail.com>
Subject: Re: Confidentiality & Non-Disclosure Agreement

Lisa,

As long as you have previously signed an NDA with the Forum, signing the new by tomorrow morning is not imperative. It is largely intended to make sure everyone in the room has signed a version of the NDA form.

The NDA benefits you by allowing you to have access to information necessary for you to do your job at the Forum.

As to potentially releasing confidential information to outside counsel, this would be implicitly allowed in any NDA. However, to make you feel more at ease, I have revised the NDA to make this explicit. Please note the addition to Section 4.

Daniel

On 2018-11-04, 1:37 AM, "Lisa Barbounis" <lisabarbounis@gmail.com> wrote:

Dr. Pipes,

I have a reservation about signing this NDA without having an attorney give it a once over and there isn't much time for that given the meeting is Monday morning. I was not

planning on retaining council and as such I am ill-prepared.

It is absolutely not my intention to have any of this be public. I would be mortified. Additionally, I would never want to cause damage to the reputation or good work of MEF. However, this NDA does nothing to protect me.

Please correct me if I am wrong. From my read of section 2(g) after signing, I would be precluded from even explaining the situation to outside council. Being unaware of the outcome or even purpose of the meeting, I would be remiss if I hastily signed a new NDA. I would be more than happy to sign an NDA once some form of agreement or resolution is mutually agreed upon. I am not saying I will not sign this NDA, I'm asking for time to seek legal advice.

I have every intention of attending Monday's meeting. I absolutely do not wish to lose my job because not only do I have children to feed but I love the mission.

I hope you understand my concerns. Please let me know how you wish to proceed.

Sincerely,

Lisa Barbounis

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EXHIBIT C

Re: Your Travels and Political Associations

From: "tricia mcnulty <tmcnulty82@gmail.com>"
To: "[\"lisa barbounis <lisabarbounis@gmail.com>\"]"
Date: Thu, 18 Jul 2019 19:11:21 -0400

Wow, this makes zero sense. You 100% had that cleared.

Sent from my iPhone

On Jul 18, 2019, at 3:06 PM, Lisa Barbounis <lisabarbounis@gmail.com> wrote:

|
They are killing me. And why am I reporting to Marc?!

Sent from my iPhone

Begin forwarded message:

|
From: Lisa Barbounis <Barbounis@meforum.org>
Date: July 18, 2019 at 3:04:40 PM EDT
To: "lisabarbounis@gmail.com" <lisabarbounis@gmail.com>
Subject: Fw: Your Travels and Political Associations

From: Lisa Barbounis <Barbounis@meforum.org>
Sent: Thursday, July 18, 2019 3:03:29 PM
To: Marc Fink <fink@meforum.org>
Cc: Daniel Pipes <pipes@meforum.org>
Subject: Re: Your Travels and Political Associations

Dear Marc,

Please see attached screen shot. I asked Dr. Pipes for permission and he granted it.

I put LB DC on the google calendar the day he approved.

Lisa.

From: Marc Fink <fink@meforum.org>
Sent: Wednesday, July 17, 2019 7:37:23 PM
To: Lisa Barbounis <Barbounis@meforum.org>
Subject: Your Travels and Political Associations

Dear Lisa,

As you well know, the golden rule at MEF is "no surprises" when it comes to activities that could embarrass the organization, especially political activities.

As you also know, Daniel has previously confronted you about your surprise travels: first on April 17 about your meeting in D.C. with Jack Posobiec; then on May 28 about your travels to the UK for Tommy Robinson political campaign rallies, and the media sensation your appearances created.

Due to these embarrassments, Daniel on May 28 told you in an email: "From now on, you need express permission from me before engaging in MEF travel and you must also clear with me any personal travel that includes a political agenda."

So I am greatly distressed to learn that you were spotted at the National Conservatism Conference in D.C. on Monday, without getting advance clearance to attend. Also, I was not informed that you were taking Monday off, and I do not see you took the day off on the MEF shared calendar.

How do you justify your presence at the conference without MEF's approval? And how is this not a violation of our golden rule and Daniel's May 28 directive to you?

Marc

| <77952F97-2DF9-498B-9314-25044D3E59B8.png>

EXHIBIT D

2017-11-11 14:40:39 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Sat, 11 Nov 2017 09:40:39 -0500

AT&T Wi-Fi

9:38 AM

80%

< All Inboxes



Ali said:

I am sorry as I cannot host a member of a hate group, "The Middle East Forum" which promotes anti-Muslim and anti-Arab hate, which has caused dozens of American Muslims to be killed in hate attacks and hundreds of others to be beaten, shot and otherwise injured.

LISTING

2 blocks from Capitol Building, Supreme Court, etc!

[View original receipt](#)

ARRIVE

Tue, November 14,
2017

DEPART

Wed, November 15,
2017



AT&T

8:52 AM

99%

< All Inboxes



Your host has canceled your reservation.



Ali said:

I am sorry, I cannot host a member of a hate group, "The Middle East Forum" which promotes anti-Muslim and anti-Arab hate. See their profile on SPLC's hate group list: <https://www.splcenter.org/20161025/journalists-manual-field-guide-anti-muslim-extremi>

LISTING

2 blocks from Capitol Building, Supreme Court, etc!

[View original receipt](#)

ARRIVE

Mon, November 13,
2017

DEPART

Tue, November 14,
2017



2017-11-11 17:06:47 UTC: +1 609-742-1968 -> [+1 215-910-2154, lisarey@sas.upenn.edu]

From: Tricia McNulty <" +1 609-742-1968">
To: Home <" +1 215-910-2154">, Home <lisarey@sas.upenn.edu>
Date: Sat, 11 Nov 2017 12:06:47 -0500

Stop. It.

2017-11-11 17:23:24 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Sat, 11 Nov 2017 12:23:24 -0500

I got us a better place

2017-11-11 17:23:31 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Sat, 11 Nov 2017 12:23:31 -0500

Airbnb legal team is calling it discrimination and sending it to their legal team

2017-11-11 18:50:55 UTC: +1 609-742-1968 -> [+1 215-910-2154, lisarey@sas.upenn.edu]

From: Tricia McNulty <" +1 609-742-1968">
To: Home <" +1 215-910-2154">, Home <lisarey@sas.upenn.edu>
Date: Sat, 11 Nov 2017 13:50:55 -0500

Holy shit, I cannot believe that

2017-11-12 19:20:00 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Sun, 12 Nov 2017 14:20:00 -0500

What is your personal email

2017-11-12 19:20:46 UTC: +1 609-742-1968 -> [+1 215-910-2154, lisarey@sas.upenn.edu]

From: Tricia McNulty <"+1 609-742-1968">
To: Home <"+1 215-910-2154">, Home <lisarey@sas.upenn.edu>
Date: Sun, 12 Nov 2017 14:20:46 -0500

Tmcnulty82@gmail.com

EXHIBIT E

COZEN O’CONNOR

David J. Walton (PA #86019)
Leigh Ann Benson (PA #319406)
1650 Market Street, Suite 2800
Philadelphia, PA 19103
P: 215-665-2000
F: 215-665-2013
dwalton@cozen.com
lbenson@cozen.com

*Attorneys for Defendants
The Middle East Forum and
Gregg Roman*

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PATRICIA MCNULTY

Plaintiff,

-vs-

THE MIDDLE EAST FORUM and
GREGG ROMAN (*individually*)

Defendants.

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CIVIL ACTION NO. 2:19-cv-05029-AB

**FIRST REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFF PATRICIA MCNULTY**

Defendants The Middle East Forum (“The Forum” or “MEF”) and Gregg Roman (“Roman”), (collectively, “Defendants”) hereby request that plaintiff Patricia McNulty (“McNulty” or “Plaintiff”), produce the following documents at the office of Defendants’ counsel at the address set forth below, and prepare written responses to this Request for Production of Documents in accordance with Rule 34 of the Federal Rules of Civil Procedure, within the time prescribed by those Rules.

DEFINITIONS

For the purposes of this discovery, unless otherwise specified, the following definitions shall apply:

1. “Communication” means each and every incident in which information is transmitted, whether by correspondence, note, memorandum, telephone, orally, in person, telex, telegram, recording, in writing, electronic mail, text messaging, or by any other means.

2. “Amended Complaint” means the amended complaint filed in the case *McNulty v. The Middle East Forum, et. al.*, No. 2:19-cv-05029-AB, pending in the United States District Court for the Eastern District of Pennsylvania.

3. “Defendants” means The Middle East Forum and Roman, as defined below.

4. “You,” “your,” or “Plaintiff” means or refers to Plaintiff Patricia McNulty, including all other persons having possession, care, custody, or control of any documents, knowledge, or information of or on behalf of Plaintiff..

5. “Document” is defined to be synonymous in meaning and equal in scope to the use of the term “Documents or electronically-stored information” in Federal Rule of Civil Procedure 34(a)(1)(A). A draft or non-identical copy is a separate Document within the meaning of this term.

6. “ESI” means “electronically stored information,” which is defined to be synonymous in meaning and equal in scope to the usage of the term “electronically store information” in Federal Rule of Civil Procedure 34(a)(1)(A).

7. “Identify,” “Identity,” or “Identification” means:

- a. With respect to a natural person, the full name, present or last known address, and employment information for each person, including his present or last known title, position or business affiliation, his business affiliation at the time relevant to your answer, and his immediate supervisors at the time relevant to your answer.

- b. With respect to a corporation or other business organization, the organization's full name, date and state (or country, if not domestic) of incorporation, the address of its principal office, the states or countries in which it has qualified to do business and the date of its qualification in each state or country.
- c. With respect to a document, whether or not it is presently in existence, the date the document bears or bore or, if undated, the date it was written, the identity of each person who wrote it or who participated in the writing of it, the identity of each person who received it, its present location and the custodian of each copy. If the document is no longer in existence or is no longer in the Plaintiff's possession, custody or control, the disposition made of it, the reason or reasons for such disposition and the date thereof.

8. "Employee" means any of MEF's, as defined below, current or former officers, directors, managers, personnel, secretaries, clerical staff, contractors, agents, representatives, and other persons acting or purporting to act on behalf of any of the foregoing.

9. "Medical facility" means any place where a person receives any medical or mental help assistance, treatment, advice, care, or counseling. This includes, but is not limited to, first aid stations, Medi-stop, nurses stations, clinics, hospitals, emergency rooms, treatment centers, church counseling, non-profit counseling, and doctor's offices.

10. "Medical professional" means any person practicing the medical or healing arts including anyone providing assistance to you for health, medical or mental care. This includes, but is not limited to, doctors, counselors, psychiatrists, psychologists, priests, pastors, reverends, rabbis, nurses, midwives, acupuncture practitioners, chiropractors, hypnotists, drug counselors, and therapists.

11. “Person” or “Persons” means any natural person or any legal entity, including, without limitation, any business, governmental entity, or association.

12. “Plaintiff” means McNulty, as defined below.

13. “Relating to,” “referring to,” “concerning” and any variations thereof (*e.g.* “refers to” or “relates to” or “concerns”) mean relating in any way to, referring to, mentioning, discussing, describing, reflecting, concerning, memorializing, supporting, dealing with, consisting of, constituting, evidencing, comprising, recording, or in any other way pertaining to the subject, either in whole or in part whether directly or indirectly.

14. “McNulty” means plaintiff Patricia McNulty, her agents, representatives, employees, and any other person or entity who is in possession of or who has obtained information on her behalf.

15. “MEF” or “The Forum” means the defendant The Middle East Forum, its subsidiaries, divisions, predecessors, successors, parents, any organization or entity that MEF controls or manages, as well as MEF’s present and former officers, managers, directors and employees.

16. “Pipes” means Daniel Pipes, his agents, representatives, employees, and any other person or entity who is in possession of or who has obtained information on his behalf.

17. “Roman” means defendant Gregg Roman, his agents, representatives, employees, and any other person or entity who is in possession of or who has obtained information on his behalf.

INSTRUCTIONS

For the purposes of this discovery, unless otherwise specified, the following instructions shall apply.

A. No part of any discovery request shall be left unanswered merely because an objection is interposed to another part of the request.

B. When an objection is made to any discovery request, the objection shall state with specificity all grounds relied upon.

C. When a claim of privilege is asserted in objection to any discovery request, or

sub-part thereof, the attorney asserting the privilege shall in the objection identify the nature of the privilege being claimed.

D. When a claim of privilege is asserted in objection to any discovery request, or subpart thereof, the following information shall be provided in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged information:

1. For documents: (a) the type of document; (b) general subject matter of the document; (c) the date of the document; and (d) such other information as is sufficient to identify the document, including, where appropriate, the author of the document, the addressee of the document, and, where not apparent, the relationship of the author and the addressee to each other.

2. For oral communications: (a) the date of the communication; (b) the name of the person making the communication and the names of persons present while the communication was being made and, where not apparent, the relationship of the persons present to the person making the communication; (c) the date and place of communications; and (d) the general subject matter of the communication.

E. All documents shall be produced as text-searchable image files (e.g. TIFF), while preserving the integrity of the original formatting and metadata. Documents unable to be so converted shall be produced in native format.

F. Plaintiff shall supplement her responses to document requests in accordance with the requirements of Federal Rule of Civil Procedure 26(a).

DOCUMENTS TO BE PRODUCED

1. All documents identified or referenced in response to Defendants' First Set of Interrogatories.

Response:

2. All documents relating to Plaintiff's employment with The Forum, including, but not limited to, resumes, employment applications, performance evaluations and/or improvement plans, commendations, explanations or promises of benefits, records of benefits, employee handbooks, rules and/or policies, job assignments, changes in job assignments, notification of salary increases, pay stubs or earnings summaries, complaints or communications to any other employee of The Forum.

Response:

3. Any and all correspondence, memoranda, and notes to and from Plaintiff about any matter related to Plaintiff's employment with The Forum.

Response:

4. Any and all correspondence, memoranda, and notes to and from Plaintiff about the facts alleged in Plaintiff's Amended Complaint in this action.

Response:

5. All documents that Plaintiff maintained as personal records, notes, calendars (paper and/or electronic), and/or diaries regarding her employment with The Forum, her salary and/or benefits from The Forum, the facts alleged in Plaintiff's Amended Complaint, or any discussions relating thereto with any employees and/or agents of The Forum.

Response:

6. All documents, including emails and other electronic communications, exchanged between you and any current or former employee or agent of The Forum from October 23,

2017 to present relating to any or all of the conduct alleged in the Amended Complaint. This request includes, but is not limited to, letters, notes, email messages, social media messages and postings, and text messages.

Response:

7. All documents relating to and supporting the allegations of sexual misconduct occurring in Israel as alleged in Plaintiff's Amended Complaint, including but not limited to the allegations set forth in paragraphs 204-249 of the Amended Complaint. This request includes but is not limited to, letters, notes, email messages, social media messages and postings, and text messages.

Response:

8. All documents relating to and supporting the allegations of sexual misconduct occurring in Washington D.C. as alleged in Plaintiff's Amended Complaint, including but not limited to the allegations set forth in paragraph 89-91 of the Amended Complaint. This request includes but is not limited to, letters, notes, email messages, social media messages and postings, and text messages.

Response:

9. All documents relating to Plaintiff's effort to report the alleged incidents of sexual misconduct, hostile work environment, discrimination, and/or harassment based on your gender to MEF as alleged in Plaintiff's Amended Complaint, including but not limited to the allegations set forth in paragraphs 311-324 of the Amended Complaint.

Response:

10. All documents relating to the alleged ongoing campaign of discrimination, hostile work environment, harassment and/ or retaliation as alleged in Plaintiff's Amended Complaint, including but not limited to the allegations set forth in paragraphs 21, 22, 39,

40, 41, 60, 914, 96, 101-104, 108, 144, 276, 298, 308, 377, 378, 402, 405, 412, 420, 421, 440, 511, 512 of the Amended Complaint.

11. All documents relating to your contention that Pipes permitted and condoned Roman's discrimination and harassment of you as alleged in Plaintiff's Amended Complaint, including but not limited to paragraphs 336-358 of the Amended Complaint.

Response:

12. All documents relating to the damages or other relief you are seeking in this action.

Response:

13. All documents relating to your alleged emotional distress.

Response:

14. All statements or affidavits by individuals relating to or supporting the allegations you have made in this action, including any statements made by Defendants, their agents, or employees.

Response:

15. All documents relating to your application for or receipt of any disability benefits (including but not limited to social security disability benefits), worker's compensation benefits, and/or unemployment compensation benefits.

Response:

16. All documents relating to any employment you have had, including self-employment, including but not limited to, documents relating to any offer of employment; job title; job status; rate of pay; benefits; change in job title, status, or rate of pay; termination of employment, if any; descriptions of jobs held and work performed; employee handbooks; and employee benefits.

Response:

17. Copies of your bank records, checks or cancelled checks, and/or deposit statements for

any transaction relating to your receipt of any funds from The Forum, including, but not limited to, salary and severance payments, from October 23, 2017 to present.

Response:

18. Copies of all portions of your income tax returns relating to any source of income, including W2 forms and all other attachments relating to income or remuneration, for each of the past three (3) years through the date of the trial of this lawsuit.

Response:

19. All documents relating to your efforts, if any, to find a potential job while you were still employed by MEF including job applications, resumes, cover letters, and want ads.

Response:

20. All documents including job applications, resumes and cover letters you provided to any potential employer, headhunter or employment agency since your employment with The Forum ended.

Response:

21. Copies of application forms, business cards, post cards, letters or documents you received from any potential employer, headhunter or employment agency since your employment with The Forum ended.

Response:

22. All correspondences, written communications, and any other documents that you received from any person or entity to whom you have applied for employment since October 23, 2017.

Response:

23. All correspondences, written communications, or documents offering you employment that you have received from any person or entity since October 23, 2017.

Response:

24. All pay stubs from current and former employers for the last three (3) years.

Response:

25. Copies of any and all hospital bills, bills from any medical facility, doctor bills, health care bills, bills from any medical professional, prescription charges, reports, or other documents indicating expenses incurred as a result of the end of your employment with The Forum, and/or as a result of all alleged injuries for which you seek recovery in this lawsuit.

Response:

26. Copies of any and all invoices, bills, documents or written charges documenting your alleged losses, including medical services and treatment in hospitals and services provided by doctors, chiropractors, or any medical professional related to any alleged injuries or damages in this lawsuit.

Response:

27. All documents that were generated or created by any doctor or medical professional including, but not limited to all doctors' reports, treatment records, prescriptions, intake questionnaires, charts, x-rays, medical histories, test results, notes, diagnoses, or any other medical documents regarding your physical or mental condition that in any way relate to any injuries or damages for which you are seeking recovery in this lawsuit.

Response:

28. All documents concerning prescriptions that you claim you need as a result of the ending of your employment with The Forum.

Response:

29. Please produce a completed, signed, and notarized original of the Authorization for Release of Medical Records attached to this Request for Production.

Response:

30. All documents sent to or received from the Equal Employment Opportunity Commission, the Pennsylvania Human Relations Act, and/or any other federal, state, or local fair employment practices commission or agency, in which you claimed that an employer wrongfully discharged, discriminated against, harassed, and/or mistreated you.

Response:

31. All letters, statements or other documents that you provided to any newspaper, radio television, media entity, or person affiliated with a media entity, regarding your employment with The Forum.

Response:

32. All photographs and/or video tapes, tape recordings, real evidence, objects or things depicting any of the allegations in the Amended Complaint.

Response:

33. Any and all contracts, retainer agreements or fee agreements for the payment of attorney's fees and litigation costs between you and your attorneys for your attorney's representation of you in this lawsuit.

Response:

34. Any and all entries, timesheets, computer printouts, invoices or bills generated by your attorneys regarding this lawsuit.

Response:

35. All statements under oath provided by Plaintiff in any legal proceeding.

Response:

36. All documents relating to Plaintiff's claims for compensatory and punitive damages.

Response:

37. Copies of all pictures concerning the allegations made in the Amended Complaint.

Response:

38. Copies of all pictures concerning and/or involving Lisa Barbounis at anytime after January 1, 2018.

Response:

39. Copies of all pictures concerning and/or involving Caitriona Brady at anytime after January 1, 2018.

Response:

40. Copies of all pictures concerning and/or involving Delaney Yonchek at anytime after January 1, 2018.

41. Copies of all pictures concerning and/or involving Marnie Meyer at anytime after January 1, 2018.

Response:

42. Copies of the information available on each page of your Facebook account (if you maintain one) from January 1, 2018 to present. To do this, log in to Facebook, click on the down arrow symbol at the top right of your home page and select "Settings;" then, click "Download a copy of your Facebook data" which appears just below your General Account Settings; finally, click "Start My Archive." Facebook will notify you via email when your page is available for download.

Response:

43. Copies of each page and each picture for all social network accounts (e.g., Ask.fm, Blogspot, BuzzFeed, CafeMom, Classmates, DeviantArt, Facebook, Flickr, Foursquare, Google +, Habbo, Instagram, LinkedIn, LiveJournal, Meet Me, Meetup, MyLife, MySpace,

MyYearbook, Periscope, Pinterest, Quora, Reddit, Reunion, Snapchat, Tagged, Tumblr, Twitter, Vine, VK, Windows Live Spaces, YouTube, etc.), posted on from January 1, 2018 to present.

Response:

COZEN O'CONNOR

/s/David J. Walton

David J. Walton (PA #86019)

Leigh Ann Benson (PA #319406)

One Liberty Place

1650 Market Street

Suite 2800

Philadelphia, PA 19103

Direct Phone: (215)-665-5547

dwalton@cozen.com

lbenson@cozen.com

Dated: January 28, 2020

*Attorneys for Defendants
The Middle East Forum and
Gregg Roman*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of Defendants' Document Production Request pursuant to Rule 34 of the Federal Rule of Civil Procedure was served by email on the following party on this 28th day of January 2020:

Seth D. Carson, Esq.
Derek Smith Law Group, PLLC
1835 Market Street
Suite 2950
Philadelphia, PA 19103
Phone: 215.391.4790
Email: Seth@DerekSmithLaw.com

Attorney for Plaintiff

COZEN O'CONNOR

BY: /s/ David J. Walton
David J. Walton, Esq.
One Liberty Place
1650 Market Street
Suite 2800
Philadelphia, PA 19103
dwalton@cozen.com

*Attorney for Defendants
The Middle East Forum and
Gregg Roman*

Dated: January 28, 2020

EXHIBIT F

2018-11-01 01:19:25 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:19:25 -0400

I need you to send me the texts.

**2018-11-01 01:22:36 UTC: +1 609-742-1968 -> [+1 215-910-2154,
lisarey@sas.upenn.edu]**

From: Tricia McNulty <" +1 609-742-1968">
To: Home <" +1 215-910-2154">, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:22:36 -0400

From Israel?

2018-11-01 01:22:44 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:22:44 -0400

Yes.

2018-11-01 01:23:13 UTC: +1 609-742-1968 -> [+1 215-910-2154, lisarey@sas.upenn.edu]

From: Tricia McNulty <" +1 609-742-1968" >
To: Home <" +1 215-910-2154" >, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:23:13 -0400

K I gotta see if my sister still has those screen shots, I deleted everything!

2018-11-01 01:23:21 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:23:21 -0400

Thank you.

2018-11-01 01:26:03 UTC: +1 609-742-1968 -> [+1 215-910-2154, lisarey@sas.upenn.edu]

From: Tricia McNulty <" +1 609-742-1968" >
To: Home <" +1 215-910-2154" >, Home <lisarey@sas.upenn.edu >
Date: Wed, 31 Oct 2018 21:26:03 -0400

What's happening??

2018-11-01 01:37:17 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:37:17 -0400

Nothing really. It's from March

2018-11-01 01:37:49 UTC: +1 609-742-1968 -> [+1 215-910-2154, lisarey@sas.upenn.edu]

From: Tricia McNulty <"+1 609-742-1968">
To: Home <"+1 215-910-2154">, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:37:49 -0400

Huh?

2018-11-01 01:38:19 UTC: +12159102154@iMessage -> [3 recipients]

From: Home <+12159102154@imessage>
To: Home <" +1 215-910-2154">, Tricia McNulty <" +1 609-742-1968">, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:38:19 -0400

The messages. They are from March 14

2018-11-01 01:40:36 UTC: +1 609-742-1968 -> [+1 215-910-2154, lisarey@sas.upenn.edu]

From: Tricia McNulty <" +1 609-742-1968" >
To: Home <" +1 215-910-2154" >, Home <lisarey@sas.upenn.edu>
Date: Wed, 31 Oct 2018 21:40:36 -0400

Oh gotcha. I'll let her know. She said she'd look tomorrow.